

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639884

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900592402		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Licenses, LLC		11/05/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	AVALARA, INC.		
Street Address:	255 South King Street, Suite 1800		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4104996	BUSINESS LICENSE MANAGEMENT SYSTEM (BLMS)	
Registration Number:	4212740	BUSINESS LICENSE COMPLIANCE PACKAGE (BLC)	
Registration Number:	4767713	LICENSE DETERMINATION TOOL (LDT)	
Registration Number:	4104984	LICENSE AND PERMIT ELECTRONIC ONLINE LIB	
CORRESPONDENCE DATA			
Fax Number:	2067577097		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	12067578097		
Email:	seatm@dwt.com, cindycaditz@dwt.com, michaelamalone@dwt.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	920 Fifth Avenue, Suite 3300		
Address Line 4:	Seattle, WASHINGTON 98104-1610		
ATTORNEY DOCKET NUMBER:	91793-242 243 244 245		
NAME OF SUBMITTER:	Cindy L. Caditz		
SIGNATURE:	/Cindy Caditz/		
DATE SIGNED:	04/16/2021		

Total Attachments: 7

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This **INTELLECTUAL PROPERTY ASSIGNMENT** (the “**Assignment**”) is executed and delivered as of November 5, 2020 by Business Licenses, LLC, a New York limited liability company (“**Assignor**”) and Avalara, Inc., a Washington corporation (“**Avalara**”).

WHEREAS, on the terms and subject to the conditions of the Asset Purchase Agreement dated as of the date hereof between Avalara, the Assignor, David Polatseck, Abe Brach, Henry Nove, and Meir Lowy (the “**Asset Purchase Agreement**”), the Assignor have agreed, *inter alia*, to sell, assign, transfer, convey and deliver to Avalara all of the Assignor’ right, title and interest in, to and under the Intellectual Property Assets, effective as of the Closing, free and clear of any Encumbrance.

AND WHEREAS the Assignor and Avalara wish to effect the assignment and transfer of all of the Assignor’ rights, title and interest in and to the Intellectual Property Assets to Avalara.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the promises and covenants herein and those provided for in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Defined Terms.** All initially capitalized terms used but not defined herein have the meaning given to them in the Asset Purchase Agreement.
2. **Assignment.** In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, the Assignor hereby sells, assigns, transfers, conveys and delivers to Avalara all of the Assignor’s right, title and interest in, to and under the Intellectual Property Assets, including, but not limited to, the trademarks and trademark registrations on Schedule A attached hereto (the “**Trademarks**”), effective as of the Closing, free and clear of any Encumbrance. The Assignor and the Assignee desire that the assignment of said rights in the Trademarks be made of record in the United States Patent and Trademark Office, the applicable state trademark and patent offices, all foreign trademark and patent offices and any other appropriate governmental or administrative offices as the case may be.
3. **Waiver of Moral Rights.** The Assignor has obtained from the author(s) of all works of authorship forming part of the Intellectual Property Assets, all necessary consents, approvals and waivers, including written waivers by the author(s) of his or her (their) moral rights (or other similar rights) associated with copyright in such works of authorship, in favour of the Assignor and its respective successors and assigns.
4. **Further Assurances.** Assignor hereby covenants and agrees, for itself and its successors, to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by Avalara, their successors, assigns, or legal representatives, to secure Avalara’s rights in the Intellectual Property Assets, including but not limited to, any patent, copyright or other applications and registrations therefor.

5. **Binding on Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

6. **Paramountcy.** This Assignment is delivered pursuant to and is subject to all of the terms and conditions contained in the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

7. **Time of the Essence.** Time shall be of the essence of this Assignment and of each of its provisions.

8. **Miscellaneous.** Sections 8.4, 8.10 and 8.14 of the Asset Purchase Agreement shall be deemed to be incorporated herein, *mutatis mutandis*.


[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of and effective from the day and year first above written.

ASSIGNOR:

BUSINESS LICENSES, LLC

By: _____


Name: David Polatsek
Title: President

AVALARA:

AVALARA, INC.

By: _____

Name: Alesia Finney
Title: EVP & Chief Legal Officer

{SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT}

TRADEMARK
REEL: 007255 FRAME: 0248

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of and effective from the day and year first above written.

ASSIGNOR:

BUSINESS LICENSES, LLC

By: _____

Name:

Title:

AVALARA:

AVALARA, INC.

By: _____

Alesia Pinney

Name: Alesia Pinney

Title: EVP & Chief Legal Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007255 FRAME: 0249

SCHEDULE A

Trademarks

Trademark	U.S. Registration Number	Registration Date	Renewal Date	Goods and Services
BUSINESS LICENSE MANAGEMENT SYSTEMS (BLMS)	USPTO Registration No. 4,104,996	Registered February 28, 2012	June 20, 2017	Software as a service (SAAS) services featuring software in the field of business license compliance and management.
BUSINESS LICENSE COMPLIANCE PACKAGE (BLCP)	USPTO Registration No. 4,212,740	September 25, 2012	April 25, 2018	Advising clients on business licenses, business permits and tax registrations.
LICENSE DETERMINATION TOOL (LDT)	USPTO Registration No. 4,767,713	July 7, 2015	Renewal filings submitted as of July 28, 2020; Renewal not yet finalized	Downloadable online software that enables users to determine governmental business license requirements.
LICENSE AND PERMIT ELECTRONIC ONLINE LIBRARY (LAPEL)	USPTO Registration No. 4,104,984	Registered February 28, 2012	June 20, 2017	Software as a service (SAAS) services featuring software in the field of business license compliance.
LICENSING SIMPLIFIED	USPTO Registration No. 4,149,361	Registered May 29, 2012	This registration was not renewed and has been cancelled by the USPTO.	Software as a service (SAAS) services featuring software in the field of business license compliance and management.

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS

For value received pursuant to the Asset Purchase Agreement entered by the parties dated November 5, 2020, Business Licenses, LLC, a New York limited liability company, (“Assignor”) assigns all right, title, and interest in and to the trademarks and trademark registrations identified on Schedule A attached hereto (the “Trademarks”) to Avalara, Inc., a Washington corporation (“Assignee”).


This assignment includes, without limitation, all of the goodwill of the business associated with the Trademarks and symbolized thereby.


Assignor assigns all rights, titles, claims and demands in and to any causes of action, and any and all other rights, title, interests, claims and demands, which the Assignor may possess, have or assert against any and all persons, corporations, partnerships, or sole proprietorships arising out of any infringement of the Trademarks.

This assignment is effective *nunc pro tunc* November 5, 2020.

ASSIGNOR: Business Licenses, LLC

ASSIGNEE: Avalara, Inc.

Signature: 
Name: David Polatseck
Title: President

Signature: 
Name: Alesia Pinney
Title: EVP and Chief Legal Officer

Date: Apr 16, 2021

Date: Apr 6, 2021

Schedule A

Trademarks

UNITED STATES (Federal)

Mark	U.S. Registration No.	U.S. Registration Date
BUSINESS LICENSE MANAGEMENT SYSTEMS (BLMS)	4,104,996	February 28, 2012
BUSINESS LICENSE COMPLIANCE PACKAGE (BLCP)	4,212,740	September 25, 2012
LICENSE DETERMINATION TOOL (LDT)	4,767,713	July 7, 2015
LICENSE AND PERMIT ELECTRONIC ONLINE LIBRARY (LAPEL)	4,104,984	February 28, 2012